



**FLORENCE COUNTY**  
**SOUTH CAROLINA**

**INVITATION-TO-BID NO. 20-14/15**

**2015 CPST II RESURFACING PROJECT**  
**PACKAGE 2 : DISTRICT 3**

**PRE-BID MEETING: February 23, 2015 at 10:00 a.m. (EST)**

**BID OPENING: March 9, 2015 at 2:00 p.m. (EST)**

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## INVITATION TO BID FOR BID NO. 20-14/15 RESURFACING PACKAGE 2

Florence County, South Carolina (Owner) is accepting bids from licensed and qualified Contractors for the 2015 CPST II Resurfacing Project Package 2 : District 3.

Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract, and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response were based on incomplete information as to the nature and character of the sites and of the work involved.

A non-mandatory pre-bid meeting will be held on **February 23, 2015 at 10:00 a.m. (EST)** at Florence County County Complex, 180 N. Irby Street, Rm. 210-C, Florence, SC 29501-3431.

**Purpose of the Pre-Bid Meeting:** The purpose of the pre-bid conference is to have all interested companies hear a description of the project, to ask any questions concerning this project, and to give the County any needed feedback.

In order to be considered, all bids must be hand carried or mailed in a sealed envelope to the Florence County Procurement Office, County Complex, 180 N. Irby Street, Rm. B-5, Florence, no later than **March 9, 2015 at 1:45 p.m. (EST)**. The sealed bids will then be opened and read aloud in room 210-C of the County Complex at 2:00 p.m. (ET) on March 9, 2015.

Bids must be clearly marked, "Bid No. 20-14/15-Package 2". Contractors mailing bids should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any bids received later than the submission deadline will not be accepted/considered. Electronic bids will not be accepted. Directions may be obtained by calling (843) 665-3018. Florence County will in no way be responsible for delays caused by any occurrence.

Florence County under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

This request for bids does not commit Florence County to award a contract; to pay any cost incurred in the preparation of a bid; or, to procure or contract for the services. Florence County reserves the right to accept or reject any or all bids received as a result of this request; to negotiate with any or all qualified proposers; or, to cancel in part or in its entirety this bid invitation, if it is in the best interest of the County to do so.

## **SPECIFICATIONS/SCOPE OF WORK**

Milling, full depth patching, and/or resurfacing of approximately 13.69 miles of roadway located within Florence County District 3:

District 3:

CPST Project No. 203: Light St.

CPST Project No. 207: E. Marion St.

CPST Project No. 195: Dargan St.

CPST Project No. 201: Commander St.

CPST Project No. 194: Brunson St.

CPST Project No. 197: Bradford St.

CPST Project No. 204: Stackley St.

CPST Project No. 200: Boyd St.

CPST Project No. 193: Athens St.

CPST Project No. 196: Timmons St.

CPST Project No. 198: Wilson St.

CPST Project No. 205: Hemingway St.

CPST Project No. 206: Marlboro St.

CPST Project No. 208: Freeman St.

CPST Project No. 221: Fairfield Cir.

CPST Project No. 220: Gladstone St.

CPST Project No. 219: Carver St.

CPST Project No. 218: Pennsylvania St.

CPST Project No. 210: Ingram St.

CPST Project No. 211: Alexander St.

CPST Project No. 212: Harmony St.

CPST Project No. 213: Harrell St.

CPST Project No. 214: Lawson St.

CPST Project No. 217: W. Marion St.

CPST Project No. 209: Dixie St.

CPST Project No. 215: Sanborn St.

CPST Project No. 216: N. McQueen St.

CPST Project No. 222: Waverly St.

CPST Project No. 228: W. Louise St.

## **SPECIAL PROVISIONS**

### **FLORENCE COUNTY PROJECT NUMBER**

**20-14/15 PACKAGE 2**

**This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007 and the following Special Provisions.**

This project will be constructed under the direct supervision of the Florence County Transportation Department.

#### **1) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:**

See attached Supplemental Specification dated May 4, 2009.

#### **2) SECTION 101: SUBSTANTIAL COMPLETION OF WORK**

Section 101.3.76 is hereby replaced with the following:

##### **101.3.76 Substantial Completion of Work**

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project, and all lanes of traffic are open to the public in their final configuration with the final applications of pavement markings with the only remaining work to be performed being punch list items.

#### **3) SECTION 101: STANDARD DRAWINGS:**

The Bidders are hereby advised that this project shall be constructed using the 2011 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at [http://www.scdot.org/doing/sd\\_disclaimer.shtml](http://www.scdot.org/doing/sd_disclaimer.shtml). All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications, or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

**4) SECTION 102: EXAMINATION OF THE PROPOSAL OR PLANS:**

Plan holders desiring further information or interpretation of the Proposal or Plans shall make a written request for such information to Florence County no later than 5:00 pm (EST) on March 2, 2015. Correspondence be submitted in writing by e-mailing [pfletcher@florenceco.org](mailto:pfletcher@florenceco.org). Only written questions will be considered formal.

**5) SECTION 102: PROPOSAL ITEMS AND QUANTITIES:**

A list of bid items and quantities is on last page of these contract documents.

**6) SECTION 106: CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING**

The Contractor shall be responsible for retaining an independent firm for all required sampling and testing. All sample and test results shall be submitted to and approved by the Engineer prior to continuation of work. The owner shall provide construction quality assurance testing required for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

**7) SECTION 106: QUALIFIED PRODUCT LISTINGS**

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

**8) SECTION 107: APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES:**

See attached Addendum dated June 13, 1990.

**9) DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

- POLICY – It is the policy of the County that DBE companies shall have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part by the County.
- COMPLIANCE/ASSURANCE – Firms shall not discriminate on the basis of race, religion, color, national origin or sex.
- DBE PARTICIPATION. Firms not providing assistance with the County's inclusiveness of DBE'S program by utilizing internal forces only may not be awarded a contract and may be evaluated as non-responsive.
- AVAILABLE DBE'S- In order to be counted toward the DBE participation all DBE companies must be certified in accordance with certification programs of the State of South Carolina and the Federal department of Transportation and acceptable to the County.

**10) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:**

By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

b. to provide Florence County and/or SCDOT with any documents required to establish such compliance upon request; and

c. to register and participate and require agreement from subcontractors and subsubcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

**11) SECTION 108: PROSECUTION OF THE RESURFACING WORK:**

It is the County's intention that work on the roads in this contract be performed in a sequential manner. Once a construction activity (paving, shoulder work) has started on a road, the Contractor will continue this activity until it is complete before moving to another road. In the event the Contractor elects to use multiple crews on this project, work may proceed on more than one road, however in no case will construction activities be initiated on more roads than the number of work crews engaged in the work without the approval of the Project Engineer.

**12) SECTION 108: PAVING OPERATIONS:**

The asphalt overlay shall be applied in two separate and distinct operations, each operation representing about one-half of the roadway width and traffic shall be maintained continuously. Unless otherwise directed by the Engineer, paving operations shall be scheduled such that the longitudinal joint exposed to traffic shall not extend beyond the length of pavement placed in one normal days operation (or 3 miles, whichever is greater) before dropping back to bring the adjacent lane forward.

**13) SECTION 108: CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:** Completion Date for this contract shall be the date determined by commencing with the "Award of Contract" and adding **180** calendar days.

**14) SECTION 108: FAILURE TO COMPLETE THE WORK ON TIME:**

Paragraph 1 of Section 108.9 is hereby replaced with the following:

If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be **\$500.00** for each day beyond the contract completion date that work items are not completed. This includes the application of pavement markings and grassing. Days to be charged for liquidated damages will not stop due to seasonal restrictions.

**15) SECTION 109: RETAINAGE**

If the Contractor's progress is judged to be delinquent or portions of the work are defective, the Department reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

**16) SECTION 109: PROMPT PAYMENT CLAUSE:**

See attached Supplemental Specification dated January 5, 2012.

**17) SECTION 400: HOT MIX ASPHALT QUALITY ASSURANCE:**

Section 3.9 of SC-M-400 will not apply.

**18) SECTION 400: ROADWAY PAVING:**

The existing pavement or surface shall be swept and scraped clean and free of dirt, dust, and vegetation and maintained until the beginning for resurfacing operations.

**19) SECTION 401: RATE OF APPLICATION:**

The pounds per square yard specified are set up as an average rate of application. The Engineer may direct variations wherever conditions warrant.

**20) SECTION 401: DRESSING OF SHOULDERS:**

Prior to the placement of asphalt mixtures on existing roadways, the contractor will be required to remove all vegetation adjacent to the edge of pavement which impedes the placement of the asphalt mixture to the specified width. The contractor shall also remove and dispose of all

excess asphalt which is disturbed during minor grading for widening or during removal of debris or grass from existing surface during preparation of surface for new lift. After the asphalt mixture has been placed, the contractor shall blade the disturbed material to the extent that the shoulder is left in a neat and presentable condition. All excess material shall be removed from the project. No direct payment shall be made for this work; all costs are to be included in the price of other items of work.

**21) SECTION 401: MILLING:**

Mill roadway and bridges as directed by the Engineer.

Resurfacing operations shall begin with 3 calendar days following the start of milling operations. Any deviation shall be approved by the Engineer. Penalties equal to the liquidated damages shall be assessed for each day resurfacing does not begin after 3 calendar days.

All asphalt use to safe up milled joints, milled intersections, driveways, around manholes or other utilities shall be considered incidental and no additional compensation will be made.

All asphalt used to fill in potholes and /or raveled areas caused by milling operations or by traffic on a milled surface shall be considered incidental and no additional compensation will be made.

The milling of intersecting roads shall continue to the back of the radii unless otherwise directed by the Engineer.

The butt joint for intersecting roads shall be a minimum of 25 feet long at all times when variable milled. The variable milled butt joint on the mainline shall be a minimum of 25 feet long for every inch of depth milled.

All milling debris, including debris resulting from milled-in rumble strips shall be cleaned up at the end of each day's milling. Milling debris left in gutter lines or on sidewalks and driveways will not be permitted. Costs associated with removing each day's milling debris shall be considered incidental and no additional compensation will be made.

Milling depths greater than 2 inches shall be performed as a mill and fill operation unless otherwise directed by the Engineer. Milling length should not exceed the length that can be paved back the same day.

**22) SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:**

See attached Supplemental Specification dated July 1, 2010.

**23) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:**

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

**24) SECTION 600: TRAFFIC CONTROL:**

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings For Road Construction, these special provisions, all supplemental specifications, the MUTCD, and the Engineer. This is an amendment to the Standard Specifications to require the following:

**GENERAL REGULATIONS -**

These special provisions shall have priority to the plans and comply with the requirements of the MUTCD and the standard specifications. Revisions to the traffic control plan through modifications of the special provisions and the plans shall require approval by the department. Final approval of any revisions to the traffic control plan shall be pending upon review by the Director of Traffic Engineering.

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the Standard Drawings for Road Construction. When a lane closure is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. The preprogrammed messages utilized shall be in accordance with the Standard Drawings for Road Construction when used as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30' of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane. This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

All signs mounted on portable sign supports shall have a minimum mounting height of 5' from the ground to the bottom of the sign. All signs mounted on ground mounted u-channel posts shall have a minimum mounting height of 7' from the ground to the bottom of the sign. Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

Overlays are prohibited on all rigid construction signs. The legends and borders on all rigid construction signs shall be either reversed screened or direct applied.

Signs not illustrated on the typical traffic control standard drawings designated for permanent construction signs shall be considered temporary and shall be included in the lump sum price bid item for "Traffic Control" unless otherwise specified.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of the detour signing.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Resident Engineer with no less than a two-week prior notification of changes in traffic patterns.

During nighttime flagging operations, flaggers shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107-2004 standard performance for Class 3 risk exposure or latest revisions and a fluorescent hard hat. The safety vest and the safety pants



shall be retroreflectorized and the color of the background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

During nighttime flagging operations, the contractor shall illuminate each flagger station with any combination of portable lights, standard electric lights, existing street lights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime flagging operations, supplement the array of advance warning signs with a changeable message sign for each approach. These changeable message signs are not required during daytime flagging operations. Install the changeable message signs 500' in advance of the advance warning sign arrays. Messages should be "Flagger Ahead" and "Prepare To Stop".

Upon completion of the final riding surface on each road, the Contractor will be allowed up to 3 working days to begin eliminating shoulder drop-offs greater than 2" and continue the work until these drop-offs are eliminated.

During paving operations, the Department requires lane closures at all times where grade elevation differences and drop-offs greater than 2" exist adjacent to or between the travel lanes of a roadway opened to traffic, unless otherwise specified by these special provisions. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During surface planing and milling operations, the department requires lane closures at all times where grade elevation differences and drop-offs greater than 1" exist adjacent to or between the travel lanes of a roadway open to traffic, unless otherwise specified by these special provisions. If this grade elevation difference exceeds 1", mill the adjacent travel lanes or pave the milled travel lanes as necessary to eliminate these grade elevation differences before opening the travel lanes to traffic at these locations. Maintain lane closure restrictions at all times unless otherwise directed by these special provisions.

During the paving operations, the length of roadway with an acceptable grade elevation difference less than or equal to 2" shall not exceed 2 miles. During the surface planing operations, the length of roadway with an acceptable grade elevation difference less than or equal to 1" shall not exceed 2 miles.

#### **LANE CLOSURE RESTRICTIONS -**

The Contractor shall install all lane closures as directed by the 2007 Standard Specifications for Highway Construction, the Standard Drawings for Road Construction, these special provisions, the MUTCD, and the Engineer. The Contractor shall close the travel lanes of two-lane two-way roadways by installing flagging operations. The Contractor shall close the travel lanes of multilane roadways as directed by the typical traffic control standard drawings designated for lane closures on primary routes.

The Department prohibits lane closures on primary routes during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the plans, these special provisions, and the Engineer.

Flagging operations are considered to be lane closures for two-lane two-way operations and shall be subject to all restrictions for lane closures as specified by this contract.

Lane closures, including flagging operations, are restricted to maximum distances of 2 miles. Install all lane closures according to the typical traffic control standard drawings. On occasions when daytime lane closures must be extended into the nighttime hours, substitute the nighttime lane closure standards for the daytime lane closure standards.

The Department reserves the right to suspend a lane closure if any resulting traffic backups are deemed excessive by the Engineer. Maintain all lane closure restrictions as directed by the Standard Specifications, these special provisions, and the Engineer.

## **LANE CLOSURE RESTRICTIONS - (EXTENDED HOLIDAY PERIODS) –**

The Department reserves the right to restrict the installation of lane closures on interstates and high volume primary routes when the presence of a lane closure will seriously hinder normal traffic flow during extended holiday periods. An extended holiday period is hereby defined as those days preceding and following the holiday that experience significant increases in the volume of traffic due to the holiday as determined by the Department. Also, the Department reserves the right to increase an extended holiday period if excessive traffic disruptions occur during those days prior to and after the established extended holiday period. Extended holiday periods include but are not limited to the week of Easter, the week of Thanksgiving, the weeks before and after the 4th of July, and the weeks before and after Christmas. The Department recommends the Contractor submit inquiries to the Engineer regarding specific days of an extended holiday period 90 days prior to the holiday. The Contractor should make these inquiries annually due to the progressive nature of the calendar.

The specific days and dates listed below are modifications to sub-section 601.1.3 of the 2007 Standard Specifications for Highway Construction and apply to this project.

The District Engineering Administrator may reduce or extend the extended holiday lane closure prohibitions listed below as necessary.

### **EXTENDED HOLIDAY LANE CLOSURE PROHIBITIONS**

<b><u>HOLIDAY</u></b>	<b><u>DURATION</u></b>
<b>EASTER</b>	<b>10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER</b>
<b>JULY 4TH</b>	<b>NO LESS THAN 7 DAYS PRIOR – NO LESS THAN 7 DAYS AFTER</b> <b>(Specific Dates Per Engineer)</b> <b>(Recommend Contractor request specific dates 90 days prior)</b>
<b>THANKSGIVING</b>	<b>10:00 AM SUNDAY PRIOR – 6:00 AM TUESDAY AFTER</b>
<b>CHRISTMAS</b>	<b>NO LESS THAN 7 DAYS PRIOR – 6:00 AM JANUARY 3RD</b> <b>(Specific Dates Per Engineer)</b> <b>(Recommend Contractor request specific dates 90 days prior)</b>

### **SHOULDER CLOSURE RESTRICTIONS -**

On interstate highways, the Department prohibits the Contractor from conducting work within the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

On primary and secondary roadways, the Department prohibits the Contractor from conducting work within 1' or less of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within 1' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

The Contractor shall install all shoulder closures as directed by the typical traffic control standard drawings, "Traffic Control--Drawing No. 610-205-00" through "Traffic Control--Drawing No. 610-330-00" and the Engineer. Substitution of the portable plastic drums with oversized cones during nighttime shoulder closures is PROHIBITED.

### **GUARDRAIL REPLACEMENT -**

**The Contractor shall replace any length of guardrail removed within 48 hours of the removal or within the same working day if the guardrail is at a bridge location where bridge piers or a similar type of hazard is present. The area subject to the requirement for replacement in the same working day shall be from a point 100' in advance of the first bridge pier on the approach to the bridge location to a point 10' beyond the last pier at the same location.**

The guardrail replacement operations are subject to all lane closure and shoulder closure restrictions.

The Contractor may remove more guardrail than can be replaced in the same day unless the guardrail is in place to provide protection for bridge piers. Upon removal of the guardrail, the Contractor shall

maintain no less than a shoulder closure in place at each guardrail replacement location until the guardrail replacement operation is completed for that location.

The Contractor shall install and maintain lane closures or shoulder closures as necessary until the removed guardrail is replaced. If the Contractor is unable to conduct the guardrail replacement operation under a shoulder closure within the requirements of these special provisions, the Contractor shall replace the shoulder closure with a lane closure prior to beginning the work. However, all lane closure and shoulder closure restrictions shall be maintained.

#### **TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS –**

**The typical traffic control standard drawings of the “Standard Drawings for Road Construction”, although compliant with the MUTCD, shall take precedence over the MUTCD. The typical traffic control standard drawings of the “Standard Drawings for Road Construction” shall apply to all projects let to contract.**

**Install the permanent construction signs as shown on the typical traffic control standard drawings designated for permanent construction signing.**

#### **ADDENDUMS**

##### **Traffic Control Pay Items**

##### **(Addendums to the “2007 Standard Specifications for Highway Construction”)**

#### **(A) Trailer-Mounted Changeable Message Signs –**

##### **Sub-section 606.5 Measurement (paragraph 2) –**

Trailer-mounted changeable message signs are included in the lump sum item for Traffic Control in accordance with **Subsections 107.12 and 601.5** of the “2007 Standard Specifications for Highway Construction”. No separate measurement will be made for trailer-mounted changeable message signs unless the contract includes a specific pay item for trailer-mounted changeable message signs.

The Contractor shall provide, install, operate, and maintain the trailer-mounted changeable message sign per traffic control set-up as directed by the Plans, the “Standard Drawings for Road Construction”, these Special Provisions, the Specifications, and the Engineer.

##### **Sub-section 606.6 Payment (paragraph 2) –**

In addition to Subsections 107.12 and 601.6, the payment for Traffic Control is full compensation for providing, installing, removing, relocating, operating, and maintaining trailer mounted advance warning arrow panels and trailer-mounted changeable message signs as specified or directed and includes providing the units’ primary power source; repairing or replacing damaged or malfunctioning units within the specified time; providing traffic control necessary for installing, operating, and maintaining the units; and all other materials, labor, hardware, equipment, tools, supplies, transportation, incidentals, and any miscellaneous items necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other items of the Contract.

##### **Sub-section 606.6 Payment (paragraph 3) –**

Disregard this paragraph unless the Contract includes a specific pay item for trailer-mounted changeable message signs.

#### **(B) Construction –**

##### **Sub-section 601.4.2 Construction Vehicles (paragraph 2) -**

When working within the rights-of-way of access-controlled roadways such as Interstate highways, the Contractor’s vehicles may only change direction of travel at interchanges. These vehicles are prohibited from crossing the roadway from right side to median or vice versa. Use a flagger to control the Contractor’s vehicles when these vehicles attempt to enter the roadway from a closed lane or the median area. Ensure that the flagger does not stop traffic, cause traffic to change lanes, or affect traffic

in any manner. The Contractor's vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

The Contractor shall have flaggers available to control all construction vehicles entering or crossing the travel lanes of secondary and primary routes. The RCE shall determine the necessity of these flaggers for control of these construction vehicles. The RCE shall consider sight distance, vertical and horizontal curves of the roadway, prevailing speeds of traffic, frequency of construction vehicles entering or crossing the roadway, and other site conditions that may impact the safety of the workers and motorists when determining the necessity of these flaggers. Ensure that these flaggers do not stop traffic, cause traffic to change lanes, or affect traffic in any manner. The Contractor's vehicles may not disrupt the normal flow of traffic or enter the travel lane of the roadway until a sufficient gap is present.

#### **(C) Category I Traffic Control Devices –**

**\*\*\* (Effective on all projects let to contract after May 1, 2010) \*\*\***

##### **Sub-section 603.2.2 Oversized Traffic Cones (paragraph 6) -**

Reflectorize each oversized traffic cone with 4 retroreflective bands: 2 orange and 2 white retroreflective bands. Alternate the orange and white retroreflective bands, with the top band always being orange. Make each retroreflective band not less than 6 inches wide. Utilize Type III – Microprismatic retroreflective sheeting for retroreflectorization on all projects let to contract after May 1, 2010 unless otherwise specified. Separate each retroreflective band with not more than a 2-inch non-reflectorized area. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the cone surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

##### **Sub-section 603.2.3 Portable Plastic Drums (paragraph 3) -**

Reflectorize each drum with Type III – Microprismatic retroreflective sheeting: 2 orange and 2 white retroreflective bands, 6 inches wide on all projects let to contract after May 1, 2010 unless otherwise specified. Alternate the orange and white retroreflective bands with the top band always being orange. Ensure that any non-reflectorized area between the orange and white retroreflective bands does not exceed 2 inches. Do not splice the retroreflective sheeting to create the 6-inch retroreflective bands. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting.

#### **(D) Truck-Mounted Attenuator –**

##### **Sub-section 605.4.2.2 Truck-Mounted Attenuators (paragraph 6) –**

Attach each truck-mounted attenuator to the rear of a truck with a minimum gross vehicular weight (GVM) of 15,000 pounds (actual weight). If the addition of supplemental weight to the vehicle as ballast is necessary, contain the material within a structure constructed of steel. Construct this steel structure to have a minimum of four sides and a bottom. A top is optional. Bolt this structure to the frame of the truck. Utilize a sufficient number of fasteners for attachment of the steel structure to the frame of the truck to ensure the structure will not part from the frame of the truck during an impact upon the attached truck mounted attenuator. Utilize either dry loose sand or steel reinforced concrete for ballast material within the steel structure to achieve the necessary weight. The ballast material shall remain contained within the confines of the steel structure and shall not protrude from the steel structure in any manner.

#### **(E) Flagging Operations –**

##### **Sub-section 610.4.1.1 Flagging Operations (paragraph 1) –**

Use a flagging operation to control the flow of traffic when two opposing directions of traffic must share a common travel lane. A flagging operation may be necessary during a lane closure on a two-lane two-way roadway, an intermittent ramp closure or an intermittent encroachment of equipment onto a portion of the roadway. Utilize flagging operations to direct traffic around work activities and maintain continuous traffic flow at reduced speeds when determined to be appropriate by the RCE. As stated above, flagging operations shall direct traffic around the work activities and maintain continuous traffic flow; therefore, stopped traffic shall not be required to stop for time durations greater than those listed below unless otherwise directed by the RCE.

**LENGTH OF CLOSURE MAXIMUM TIME DURATION FOR STOPPED TRAFFIC**

1 MILE or LESS	5 Minutes
1 to 2 MILES	7 ½ Minutes

If the work activities require traffic to be stopped for periods greater than 5 to 7 ½ minutes as stated above, consider alternate work methods, conducting work activities during times of lowest traffic volumes such as during the hours of darkness or complete road closure with detour installation.

**PERMANENT CONSTRUCTION SIGNS -**

Install the permanent construction signs as shown on the typical traffic control standard drawing, A Typical I Traffic Control--Drawing No. 605-010-02" as follows:

**Light St.****SCHEME C:**

NB Irby St.	76 Square Feet
SB Irby St.	76 Square Feet
Total	152 Square Feet

**E. Marion St.****SCHEME C:**

NB Lucas St.	76 Square Feet
Total	76 Square Feet

**SCHEME E:**

NB Dargan St.	24 Square Feet
NB Church St.	24 Square Feet
NB Oakland Ave.	24 Square Feet
SB Oakland Ave.	24 Square Feet
Total	96 Square Feet

**Dargan St.****SCHEME E:**

EB Vista St.	24 Square Feet
EB Liberty St.	24 Square Feet
WB Liberty St.	24 Square Feet
Total	72 Square Feet

**Commander St.****SCHEME C:**

SB Lucas St.	76 Square Feet
Total	76 Square Feet

**SCHEME E:**

WB Roughfork St.	24 Square Feet
Total	24 Square Feet

**Brunson St.****SCHEME E:**

EB Vista St.	24 Square Feet
EB Roughfork St.	24 Square Feet
Total	48 Square Feet

**Athens St.****SCHEME C:**

NB Irby St.	76 Square Feet
Total	76 Square Feet

**SCHEME E:**

SB Fraser St.	24 Square Feet
NB Jefferson St.	24 Square Feet
Total	48 Square Feet

**Hemingway St.****SCHEME C:**

SB Irby St.	76 Square Feet
Total	76 Square Feet

**SCHEME E:**

SB Lincoln St.	24 Square Feet
NB Douglas St.	24 Square Feet
SB Douglas St.	24 Square Feet
Total	72 Square Feet

**Freeman St.****SCHEME E:**

NB Fraser St.	24 Square Feet
Total	24 Square Feet

**Fairfield Cir.****SCHEME C:**

NB Cashua Dr.	76 Square Feet
SB Cashua Dr.	76 Square Feet
Total	152 Square Feet

**Carver St.****SCHEME E:**

WB Preston St.	24 Square Feet
Total	24 Square Feet

**Pennsylvania St.****SCHEME E:**

SB Chase St.	24 Square Feet
SB Sanborn St.	24 Square Feet
Total	48 Square Feet

**Ingram St.****SCHEME E:**

NB Clement St.	24 Square Feet
SB Clement St.	24 Square Feet
NB Cannon St.	24 Square Feet
NB Sanborn St.	24 Square Feet
Total	96 Square Feet

**N. Alexander St.****SCHEME C:**

EB Sumter St.	76 Square Feet
EB Darlington St.	76 Square Feet
Total	152 Square Feet

**SCHEME E:**

EB Dixie St.	24 Square Feet
Total	24 Square Feet

**S. Alexander St.****SCHEME C:**

EB Evans St.	76 Square Feet
EB Palmetto St.	76 Square Feet
<u>WB Palmetto St.</u>	<u>76 Square Feet</u>
Total	228 Square Feet

**SCHEME E:**

EB Waverly Ave.	24 Square Feet
WB Waverly Ave.	24 Square Feet
EB King Ave.	24 Square Feet
WB King Ave.	24 Square Feet
EB Gregg Ave.	24 Square Feet
<u>WB Gregg Ave.</u>	<u>24 Square Feet</u>
Total	144 Square Feet

**Harmony St.****SCHEME E:**

NB Flynn St.	24 Square Feet
NB Hartwell Dr.	24 Square Feet
NB Bunch St.	24 Square Feet
NB Cumberland Dr.	24 Square Feet
Total	96 Square Feet

**Harrell St.****SCHEME E:**

SB Harrell St.	24 Square Feet
<u>EB Waverly Ave.</u>	<u>24 Square Feet</u>
Total	48 Square Feet

**Lawson St.****SCHEME C:**

WB Evans St.	76 Square Feet
WB Darlington St.	76 Square Feet
<u>WB Sumter St.</u>	<u>76 Square Feet</u>
Total	228 Square Feet

**SCHEME E:**

WB Dixie St.	24 Square Feet
<u>WB Nome St.</u>	<u>24 Square Feet</u>
Total	48 Square Feet

**W. Marion St.****SCHEME E:**

NB Curry Ln.	24 Square Feet
NB Chase St.	24 Square Feet

SB Chase St.	24 Square Feet
NB Sanborn St.	24 Square Feet
SB Sanborn St.	24 Square Feet
NB McQueen St.	24 Square Feet
SB McQueen St.	24 Square Feet
NB Coit St.	24 Square Feet
<u>SB Coit St.</u>	<u>24 Square Feet</u>
Total	216 Square Feet

**Dixie St.****SCHEME E:**

NB Dewey St.	24 Square Feet
<u>WB Dixie St.</u>	<u>24 Square Feet</u>
Total	48 Square Feet

**Sanborn St.****SCHEME E:**

SB Sanborn St.	24 Square Feet
NB Sanborn St.	24 Square Feet
Total	48 Square Feet

**N. McQueen St.****SCHEME E:**

SB US 52	76 Square Feet
<u>NB US 52</u>	<u>76 Square Feet</u>
Total	152 Square Feet

**Waverly St.****SCHEME E:**

NB Homestead Ln.	24 Square Feet
NB N. Carolina Dr.	24 Square Feet
NB Sunset Dr.	24 Square Feet
NB Ediston Dr.	24 Square Feet
NB Calhoun Dr.	24 Square Feet
NB Franklin Dr.	24 Square Feet
<u>NB Pettiegrew St.</u>	<u>24 Square Feet</u>
Total	168 Square Feet

**W. Louise Rd.****SCHEME E:**

SB Irby St.	76 Square Feet
<u>NB Irby St.</u>	<u>76 Square Feet</u>
Total	152 Square Feet

**Pay Items**

Payment for Traffic Control does not include payment for permanent construction signs. Separate payment shall be made for this item. Measurement and payment for this item shall be as follows:

**PERMANENT CONSTRUCTION SIGNS -**

This item consists of the signs that are erected at the termini of the project before any work begins and remain in place until the project is completed except in a case of contiguous projects; all other signs shall be considered temporary.

Each sign assembly consisting of construction signs designated by WC20 as the first designator shall be supplemented with orange flags and lights as necessary. The sign assemblies shall be supplemented with two orange flags (18 inches by 18 inches) at all times. These sign assemblies shall be supplemented with Type AA@ low intensity flashing warning lights as well on projects that

require construction activities, lane closures, and/or modifications of existing traffic patterns during the hours of darkness and/or where required by the Plans.

**Method of Measurement:**

The signs, erected on suitable supports, will be measured by the actual square feet of panel installed. No deduction will be made for corner radii.

**Basis of Payment:**

Payment for signs measured per square foot shall be full compensation for fabrication of the sign panel with proper sheeting and legend, erection on galvanized 3 lb. U-Section posts per departmental specifications, furnishing of all mounting hardware, handling, and maintenance until project is completed.

**25) SECTION 609: PAVEMENT MARKINGS**

The Contractor is responsible for surveying and inventorying all traffic markings on the roadway prior to the removal or covering up of existing markings. This will include position, lengths, widths, color, and types of markings.

**26) EXISTING UTILITIES**

The Contractor shall be responsible for inventorying all utilities in the roadway. It is also the Contractor's responsibility to obtain the proper risers from the utility company prior to the first day of resurfacing operations. No additional compensation will be due to the Contractor for this work, or for any delays due to acquisition of the risers.

**27) RAILROAD COORDINATION**

The Contractor shall be responsible for all coordination with railroad companies. The Contractor will be required to obtain right of entry approval for the railroad company before working on railroad company property. Any costs shall be considered incidental to the proposed work.

The Contractor may be required to purchase Railroad Protective Liability Insurance and pay for railroad flagging services at crossings as required by the railroad company. The costs for these items shall be considered incidental. No additional compensation will be made.

**28) SECTION 610: WORK ZONE CONTROL PROCEDURES:**

The first sentence of Section 610.3 of the 2007 Standard Specifications is hereby revised to:

"Ensure that background color of personal protective apparel is either fluorescent Yellow-Green or fluorescent Orange-Red, and meets ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 2 (or Class 3 as necessary) Performance Criteria, or latest edition."

Note #12 of Standard Drawing 610-005-00 is hereby revised to:

"During nighttime flagging operations, flaggers shall wear a Safety Vest and Safety Pants meeting ANSI Standard 107-2004 National Standard for High Visibility Apparel Class 3 Performance Criteria, or Latest Edition, and a Hardhat. The color of the apparel background material shall be either fluorescent Yellow-Green or fluorescent Orange-Red."

**29) SECTION 720: CONCRETE ITEMS:**

Sidewalk and pedestrian ramps must be completed within 7 calendar days of the initial disturbance of the area. Penalties equal to the liquidated damages shall be assessed for each day work is not completed after 7 calendar days. Any deviation for this requirement will be considered on a case-by-case basis.

**30) EMERGENCY CONTACT:**

The Contractor shall furnish the County Engineer with the name and phone number of a person who can be contacted 24 hours a day in case of an emergency. This person may be called to go to the job site to reestablish erosion control measures, clean sediment basins, catch basins or dry wells if necessary.

**31) PERMITS AND LICENSES:**

It is the responsibility of the Contractor to obtain any licenses and/or permits required to complete the work in this contract. No additional compensation will be due to the Contractor for this work, or for any delays due to acquisition of the permits and/or licenses.



## SUPPLEMENTAL SPECIFICATION

May 4, 2009

### ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SCDOT 2007 *Standard Specifications for Highway Construction*:

## DIVISION 100 GENERAL PROVISIONS

### SECTION 101 DEFINITIONS AND TERMS

#### Subsection 101.2 Abbreviations and Acronyms

Amend the table of **SCDOT OFFICIALS AND OFFICES** as follows:

DELETIONS		REPLACEMENTS	
<del>BDE*</del>	<del>Bridge Design Engineer</del>	PSE*	Preconstruction Support Engineer
<del>BDGE*</del>	<del>Bridge Design Geotechnical Engineer</del>	GDSE*	Geotechnical Design Support Engineer
<del>SHE*</del>	<del>State Highway Engineer</del>	DSE*	Deputy Secretary for Engineering

\*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

### SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

#### Subsection 102.8 Irregular Bids

Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

### SECTION 105 CONTROL OF WORK

#### Subsection 105.6 Cooperation with Utilities

Paragraph 1, last sentence; change the word "THE" to "the".

## DIVISION 200 EARTHWORK

### SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### Subsection 202.5 Measurement

Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

### SECTION 204 STRUCTURE EXCAVATION

#### Subsection 204.2.1.2 Structure Excavation for Culverts

Paragraph 1, at the end of the first sentence; change "**Subsection 204.4**" to "**Subsection 204.5**".

## DIVISION 400 ASPHALT PAVEMENTS

### SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

#### Subsection 401.2.1.2 Liquid Anti-Stripping Agent

Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406."

#### Subsection 401.2.5 Material for Full Depth Patching

Paragraph 1, delete and replace with the following:

"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

#### Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

- 11 The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

**Subsection 401.6 Payment**

After paragraph 12, add the following paragraph:

- 13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

**Subsection 401.6 Payment**

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

**SECTION 403 HMA SURFACE COURSE**

**Subsection 403.5 Measurement**

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

**Subsection 403.6 Payment**

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

**SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT**

**Subsection 407.5 Measurement**

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

**SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT**

**Subsection 408.5 Measurement**

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

**DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL**

**SECTION 625 PERMANENT PAVEMENT MARKINGS  
FAST DRY WATERBOURNE PAINT**

**Subsection 625.2.2.4.11 Lead Content**

Paragraph 1, first sentence; change 6% to 0.06%.

**SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS**

**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 3, first sentence; change "90-day period" to "180-day period".

## **DIVISION 700 STRUCTURES**

### **SECTION 709 STRUCTURAL STEEL**

#### **Subsection 709.4.3.5.2 Submittals and Notification**

Paragraph 1, delete the last two sentences and replace them with, "The Department's review and acceptance are required before any field welding will be permitted."

#### **Subsection 709.6.3 Pay Items (page 650)**

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

### **SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS**

#### **Subsection 712.4.4 Dry Construction Method**

Paragraph 2, last sentence in A; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

#### **Subsection 712.4.10.4 Excavation Cleanliness**

Paragraph 1, last sentence; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

#### **Subsection 712.4.10.6 Shaft Load Test**

Change first paragraph reference number from "2" to "1".

#### **Subsection 712.6.10 Drilled Pile Set-Up**

Insert paragraph reference number "1" to the left of the first paragraph.

### **SECTION 723 DECK JOINT STRIP SEAL**

#### **Subsection 723.1 Description**

Insert paragraph reference number "3" to the left of the third paragraph.

### **SECTION 726 BRIDGE DECK REHABILITATION**

#### **Subsection 726.4.1 General**

Insert paragraph reference number "1" to the left of the first paragraph.

#### **Subsection 723.4.6 Full Depth Patching (page 790)**

Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

### **SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS**

#### **Subsection 726.6 Payment (page 807)**

Subsection heading number; change subsection heading number from "726.6" to "727.6"

## **DIVISION 800 INCIDENTAL CONSTRUCTION**

### **SECTION 805 GUARDRAIL**

#### **Subsection 805.5 Measurement**

Paragraph 4; amend as follows:

"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post installed in excess of the standard length post based on the system being installed, measured by the linear foot (LF), complete, and accepted."

### **SECTION 815 EROSION CONTROL**

#### **Subsection 815.1 Description**

Paragraph 1, first sentence; change "temporary flexible pipe" to "temporary pipe".

#### **Subsection 815.5 Measurement**

Paragraph 13; delete the first sentence and replace it with the following sentence:

"The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5** and **803.6** respectively."

**Subsection 815.5 Measurement**

Delete paragraph 19.

**Subsection 815.6 Payment**

After paragraph 15, add the following paragraph:

- 16        Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and disposing of sediment deposits accumulated by silt fences as specified or directed and includes all materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

**Subsection 815.6 Payment**

Change original paragraph number "16" to "17".

**Subsection 815.6 Payment**

Pay Item table; change the Unit for Item No. 8156214 to "EA".

**INDEX:**

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:"  
Delete page 807.

Page I-12, after "Letting:"  
Replace page 19 with page 9.

Page I-13, after "Overhead Sign  
Structure:" Replace page 488  
with page 495.

Page I-15, after "Proof Rolling:"  
Delete page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:"  
Replace page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:"  
Delete page 907.

Page I-20, after "Working Drawings:"  
Replace page 543 with page 779.

## SUPPLEMENTAL SPECIFICATION

January 5, 2012

### **PROMPT PAYMENT CLAUSE**

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the SCDOT accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Director of Construction, the Contractor may continue to withhold the 5% retainage.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to SCDOT that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates, in accordance with sections 1 and 2.

(4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.08 of the Standard Specifications.

## SUPPLEMENTAL SPECIFICATION

July 1, 2010

**Subsection 401.4.17, Transportation and Delivery of Mixes, of the Standard Specification will be deleted in its entirety and replaced with the following:**

Transport the HMA from the plant to the point of use in vehicles meeting the requirements of Subsection 401.3.7. Do not permit any load of HMA to leave the plant so late in the day that it cannot be spread, finished, and compacted during daylight of that same day unless an approved artificial lighting system is provided. Ensure that HMA mixtures containing the asphalt binder grades below are produced and delivered to the jobsite within the acceptance range listed in the table below with exception that Base C and D mixtures will be produced and delivered at a temperature range of 240°-275° F. The mix temperatures will be checked using SC-T-84. Ensure the HMA mixtures are held within the acceptance range based on Binder Performance Grade in the Job Mix Formula. Deliver mixture within the acceptance range for temperature to assist in obtaining density requirements which provide smooth riding pavements with uniform texture.

<u>Binder Performance Grade</u>	<u>Acceptance Range (°F)</u>
PG 64-22	265°-325°
PG 70-22	285°-335°
PG 76-22	300°-350°

Note: This temperature specification does not apply to WMA (SC-M-408). Refer to the HMA Contractor's QC Plan for mix acceptance range based on selected asphalt plant WMA technologies.

END OF SECTION

### **MINIMUM MANDATORY REQUIREMENTS**

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
2. A minimum of three (3) similar project references with contact names and contact information that are past customers within the last two (2) years. Provide a brief project description, project budget, start and completion dates, and contact information. (Include with bid).
3. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
4. The successful vendor must be able to meet all Federal, State, and local regulations required for this project.

## **INSTRUCTIONS TO BIDDERS**

### **1) RECEIPT AND OPENING OF SEALED BIDS:**

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 calendar days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

### **2) PREPARATION OF BID:**

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.



- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a contract amounts to \$17,500 or more, the name and license number of the subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form bid which will be enclosed in the sealed bid.
  - i) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
  - j) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered. All addendums issued in accordance with this bid request may be obtained from the Florence County Procurement Office located at the County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing [pfletcher@florenceco.org](mailto:pfletcher@florenceco.org) or by visiting the Florence County public bids web page at the following link for 20-14/15: <http://www.florenceco.org/offices/procurement/bids/>.
  - k) All questions pertaining to this bid must be submitted in writing by e-mailing [pfletcher@florenceco.org](mailto:pfletcher@florenceco.org) no later than 5:00 p.m. (EST) March 2, 2015. Only written questions will be considered formal.
- 3) **BIDDER QUALIFICATIONS:**
- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.
- 4) **BID BOND (SURETY) REQUIREMENTS:**
- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding thirty thousand dollars (\$30,000.00) Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
  - b) Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
  - c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

**d) One of the above requirements must be met for your response to be considered.**

**5) EXECUTION OF CONTRACT:**

- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 9 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.

**6) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within five (5) calendar days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

**7) TERM OF CONTRACT AND CONTRACT DOCUMENTS:**

- a) The contract documents that will form the contract shall include:
  - The Complete Bid Document
  - All Addenda
  - The Successful Bidder's Submitted Bid Document
  - Notice of Award (Verbal or Written)
  - Purchase Order/Agreement/Contract
  - Insurance Certification

**8) ORDER OF PRECEDENCE**

- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

**9) INSURANCE AND BONDS:**

- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

**10) EXAMINATION OF PROJECT'S WORK SITES:**

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of

the awarded contract and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

11) INTERPRETATIONS OF PLANS AND SPECIFICATIONS:

- a) No binding interpretation of the meaning of the Documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be in writing addressed to the Owner or designee. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening sealed bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than three days prior to the date for opening of bids. Failure of any bidder to receive such addenda shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

12) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful bidder.

13) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

14) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State (including SCDHEC), and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

15) METHOD OF AWARD:

- a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid.

16) OBLIGATION OF BIDDER:

- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.

## **VENDOR AGREEMENTS**

### **1) STATEMENT OF RIGHTS**

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

### **2) GENERAL TERMS:**

- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.

### **3) SPECIFIC TERMS:**


- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 5%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.

- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given bid.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or

bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.

- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
  - q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
  - r) Unless specifically requested, submit one (1) copy of your response.
  - s) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
  - t) All submittals become the property of Florence County.
  - u) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) calendar days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
  - v) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.
  - w) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 4) LIQUIDATED DAMAGES: The time limit that is set for this project is one hundred eighty (180) calendar days. In order to ensure a sincere and reasonable effort on the Contractor's part to accomplish the work in a timely fashion, delay damages due to inconveniences to the owner for work not being accomplished on time will be at the rate of five hundred dollars (\$500.00) per day. The Contractor should realize that delays due to bad weather, materials, and such, not under the control of the Contractor will be considered by the Engineer for time extension.

**BID FORM (PAGE 1)**

<b>FLORENCE COUNTY, SOUTH CAROLINA,</b> a Body Politic and Corporate and a Political Subdivision of the State of SC	<b>MAIL TO:</b> Florence County Procurement 180 N. Irby Street County Complex MSC-R Florence, SC 29501	
<b>SEALED BID #20-14/15</b> <b>2015 CPST II RESURFACING PROJECT</b> <b>PACKAGE 2 : DISTRICT 3</b>	<b>HAND CARRY TO:</b> Procurement Office, Room B-5 County Complex, 180 N. Irby Street Florence, South Carolina 29501 <b>TELEPHONE NO.</b> (843) 665-3018	
<b>Bids will be received at the Procurement Office at</b> <b>180 N. Irby Street,</b> <b>Rm. B-5 until March 9, 2015 at</b> <b>1:45 p.m. (EST).</b>	<b>NOTE:</b> <b><u>BID FORM MUST USE AND SUBMIT WITH THIS</u></b> <b><u>BID SHEET THE UNIT BID SHEET BREAKDOWN</u></b> <b><u>SPREADSHEET.</u></b>	
<b>Then Publicly Opened in the Florence County</b> <b>Council Chamber, Rm. March 9, 2015 at 2:00 p.m.</b> <b>(EST).</b>		

**LEGAL COMPANY NAME:**\_\_\_\_\_

**D/B/A IF APPLICABLE:**\_\_\_\_\_

**MAILING ADDRESS:**\_\_\_\_\_

**PHYSICAL ADDRESS:**\_\_\_\_\_

**CITY-STATE-ZIP:**\_\_\_\_\_

**TELEPHONE NO:**\_\_\_\_\_ **FAX NO:**\_\_\_\_\_

**FEDERAL ID (TAX ID) NO:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**AUTHORIZED SIGNATURE :** \_\_\_\_\_

**PRINTED NAME:**\_\_\_\_\_

**SC CONTRACTOR'S LICENSE #** \_\_\_\_\_

**BID FORM (PAGE 2)**

Total cost, including all taxes and expenses needed to provide services for the 2015 CPST II RESURFACING PROJECT PACKAGE 2 : DISTRICT 3.

**TOTAL BID PRICE:** \$ \_\_\_\_\_

**Total Bid Amount in Words** \_\_\_\_\_

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**The contractor has 180 calendar days from the date of the Notice to Proceed letter to complete the project.**

The Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

By submission of a response to this Invitation for Bid, the bidder agrees and certifies, to deliver all required services and perform all required work with the strictest conformance to meet or exceed the Scope of Work, specifications and minimum requirements contained within this Invitation to Bid.

All pricing is firm and will remain firm for at least one hundred twenty (120) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offerer. The bidder further states that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with the Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with Florence County, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.







[illegible]

## **BID BOND (SURETY) REQUIREMENT**

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed bid processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-bids.

**For all responses submitted with estimated project costs exceeding thirty thousand dollars (\$30,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.**

### **BID SURETY OPTIONS:**

#### **Option A:**

Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

#### **Option B:**

For all bidders not meeting the criteria of “Option A” above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

**One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.**

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto, As Owner, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof into a contract in writing, for the \_\_\_\_\_.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall in all other respects perform the agreement caused by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L. S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

By:\_\_\_\_\_  
(SEAL)

## **PAYMENT BOND REQUIREMENT**

A Payment Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. Payment Bonds encompass the prime Contractor’s obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

**For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Payment Bond guaranty options are discussed below.**

### **PAYMENT BOND GUARANTY OPTIONS:**

**For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Payment Bond requirement can be satisfied utilizing one of the two options below:**

#### **(1) Option A:**

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

#### **(2) Option B:**

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

**One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.**

**Responders failing to enter the proposed contract and also post the required Payment Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.**

## **PERFORMANCE BOND REQUIREMENT**

A Performance Bond must be submitted to the County by the successful responder ("Contractor") once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

**For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Performance Bond guaranty options are discussed below.**

### **PERFORMANCE BOND GUARANTY OPTIONS:**

**For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:**

#### **(3) Option A:**

The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

#### **(4) Option B:**

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

**One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty. Responders failing to enter the proposed contract and also post the required Performance Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.**

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **COUNTY OF FLORENCE**, South Carolina, a body politic and corporate under the State of South Carolina (hereinafter the "County") and \_\_\_\_\_, a Corporation, the address of which is: (hereinafter the "Contractor"), for and in consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1

### DOCUMENTS INCORPORATED BY REFERENCE

- 1.1 This Contract includes the specifications for the Project identified thereon as such, the County's invitation for Invitation for Bids. No. 20-14/15, and all addenda thereto, as well as the Contractor's bid submission, including all forms required in the Bid Documents. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change orders issued hereafter and any other amendments properly executed by the County and the Contractor shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.
- 1.2 Contractor shall comply with all applicable Federal, State (including SCDOT), and Local laws which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that the Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all applicable Federal, State (including SCDOT), and Local laws and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

## ARTICLE 2

### REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:



- 2.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain throughout the effective term of this Contract, any and all licenses, permits, and other authorizations necessary to act as the general contractor for, and to construct, the Project.
- 2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 2.3 The Contractor has received, reviewed and examined all the documents which make up the Contract, including, but not limited to, all plans and specifications, and has found them, to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient to complete the Project.

### **ARTICLE 3**

#### **SCOPE OF WORK**

The Contractor shall perform the work as outlined in the 20-14/15 invitation to bid document and all addendums thereto (if any). All work required, implied, or reasonably inferable from this Contract includes, but is not limited to, the following:

- 3.1 The Contractor will complete the complete work as described in the contract documents, in accordance with the terms herein, and the Specifications/Scope of Work, all as may be amended from time to time.
- 3.2 Contractor shall furnish any and all required insurance certificate(s) and endorsement(s) as requested by the County.
- 3.3 Coordination of the Work and administration of this Agreement shall be by the Florence County Program Manager designee Mike Meetze of Davis & Floyd, ([mmeetze@davisfloyd.com](mailto:mmeetze@davisfloyd.com)).

### **ARTICLE 4**

#### **INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 4.1 This Contract (along with its exhibits and all documents incorporated herein by reference), together with the Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the project, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.

- 4.2 Anything that may be required or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 4.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 4.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 4.5 The words “include,” “includes,” and “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation”.
- 4.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.
- 4.7 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
- 3.7.1 As between this document and the plans or specifications, this document shall govern.
- 3.7.2 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the County immediately upon discovery of the same.

## **ARTICLE 5**

### **CONTRACTOR’S PERFORMANCE**

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- 5.1 The Contractor will complete the entire Work described in the Contract Documents, in accordance with the terms herein, and the Scope of Work, all as may be amended from time to time.
- 5.2 Contractor shall furnish any and all required surety bonds and insurance certificate(s) and endorsement(s).

**ARTICLE 6**  
**TIME FOR CONTRACTOR'S PERFORMANCE**

- 6.1 The Contractor shall commence the performance of this Contract on the date of execution of this Contract and shall diligently continue its performance to and until Completion of the Project. **The contractor shall accomplish Substantial Completion (as defined below) according to specifications detailed in Bid #20-14/15 in no more than one hundred eighty (180) days following the execution of this contract.** By signing this contract, the contractor agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project.
- 6.2 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the County, the Project is sufficiently complete in accordance with the Contract Documents so that the County can utilize the Work for its intended use.
- 5.3 The County has the right to impose liquidated damages in the amount of \$500 per calendar day for any days after the required date of completion noted above that the project is not substantially complete.

**ARTICLE 7**  
**FIXED PRICE AND CONTRACT PAYMENTS**

- 7.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder **in the amount not to exceed \_\_\_\_\_ Dollars (\$).** This price shall constitute the Contract Price.
- 7.2 The Contractor shall submit an invoice for the entire cost of the contract upon substantial completion. When the Project is complete and the Contractor is ready for a final review, it shall notify the County. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete and in full accordance with this Contract and that the Contractor has performed all of its obligations to the County hereunder, the County will pay the total contract price in full.
- 7.3 Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

**ARTICLE 8**  
**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 8.1 The Contractor shall not perform work without adequate plans and specifications. If the Contractor performs work knowing or believing, or if through exercise of reasonable diligence it should have known, that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such work and shall correct same bearing the costs therefore.
- 8.2 All work shall strictly conform to the requirements of this Contract. To that end the Contractor shall be solely responsible for and have control over the performance of all portions of the Work, unless otherwise specified in the Contract Documents.
- 8.3 The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the Contractor, including, but not limited to all subcontractors or employees. The Contractor shall provide on-site supervision while any portion of the work is being performed.
- 8.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.
- 8.5 The Contractor shall maintain the Project site and adjacent areas affected by its work and/or acts of its employees and subcontractors in a reasonably clean condition during the performance of the work. Upon substantial completion, the Contractor shall clean the Project site of all debris, trash and excess materials and equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for the same through the collection or withholding of funds through the mechanisms provided elsewhere herein.
- 8.6 At all times relevant to this Contract, the Contractor shall permit the County and its designated representative(s) to enter upon the Project site to review or inspect the work and any materials on the site without formality or other procedure.
- 8.7 **PROTECTION OF PERSONS AND PROPERTY.** It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors, employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at

the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

## **ARTICLE 9 INDEMNITY**

The Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Work as follows:

- 9.1 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County or its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include without limitation, bodily injuries, death occurring to Contractor's employees and any person, directly or indirectly employed or retained by the Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.
- 9.2 The limits of insurance required herein shall not limit the Contractor's obligations under this Article. The terms and conditions contained in this Article shall survive the termination of this Agreement or the suspension of the Work hereunder. The recovery of fees and costs specified herein will also apply to any actions to enforce this Article.

## **ARTICLE 10 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

- 10.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County upon request, and shall be reworked at not cost in time or money to the County.

- 10.2 The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all review, inspections and other expenses incurred as a result thereof.
- 10.3 In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the project, and in addition to other remedies provide herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.

## **ARTICLE 11**

### **TERMINATION BY THE COUNTY**

The County may terminate the Contract in accordance with the following terms and conditions:

- 11.1 The County may, by written notice, terminate this Contract in whole or in part at any time, for the failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued unless the notice directs otherwise, and all materials as may have been accumulated in performing this Contract, whether completed or in progress delivered to the County.
- 11.2 Termination due to the failure to fulfill the Contractor's obligations may cause the County to take over the work and prosecute the same to completion by Contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- 11.3 The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- 11.4 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise impose or available by law.

## **ARTICLE 12**

## **INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of the Contract Documents

## **ARTICLE 13 SURETY BONDS**

The contractor shall furnish separate performance and payment bonds to the county, as required by the Invitation to Bid. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

## **ARTICLE 14 ENTIRE AGREEMENT**

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

## **ARTICLE 15 SEVERABILITY**

If any term or condition of this Contract or application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be give effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable

## **ARTICLE 16 WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

## **ARTICLE 17**

## NOTICES

All notices to each party to this Contract shall be in writing, and sent as follows:

### **To County:**

Patrick D. Fletcher, Procurement Director  
Florence County  
180 North Irby Street, MSC-R  
Florence, SC 29501  
Telephone: (843) 665-3019 E-mail: [pfletcher@florenceco.org](mailto:pfletcher@florenceco.org)  
Fax: (843) 664-9668

### **To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

## ARTICLE 18

### APPLICABLE LAW

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.



**ARTICLE 19**  
**SUCCESSOR AND ASSIGNS**

Each party binds itself, its successor, assigns, executors, administrators or other representative to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

**IN WITNESS WHEREOF**, the parties have executed this Agreement in three originals under their several seals the day and year first written above.

**WITNESSETH:**

**FOR CONTRACTOR:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**FOR FLORENCE COUNTY:**

\_\_\_\_\_  
Patrick D. Fletcher, CPPB  
Procurement Director

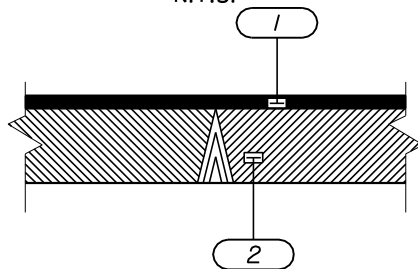
\_\_\_\_\_  
K. G. (Rusty) Smith  
Florence County Administrator

**NOTES:**

1. ALL AREAS FOR MILLING AND FULL DEPTH PATCHING WILL BE DETERMINED AND APPROVED BY THE FIELD ENGINEER.
2. PRIOR TO ANY RESURFACING, THE ROADWAYS WILL HAVE A SMOOTH SURFACE THAT IS CLEAR OF DEBRIS AND VEGETATION. ALL COSTS ASSOCIATED WITH REMOVING VEGETATION SHALL BE CONSIDERED INCIDENTAL AND WILL BE INCLUDED IN THE COST OF OTHER ITEMS. PRIOR TO ANY RESURFACING, ALL ROADS WILL BE INSPECTED AND APPROVED BY THE FIELD ENGINEER.
3. ALL EXISTING CRACKS THAT NEED TO BE SEALED WILL BE IDENTIFIED BY THE FIELD ENGINEER. ALL CRACKS THAT NEED TO BE FILLED WILL BE CLEANED AND SEALED PRIOR TO RESURFACING. ALL COSTS ASSOCIATED WITH CRACK SEALING SHALL BE CONSIDERED INCIDENTAL AND WILL BE INCLUDED WITH THE COSTS OF OTHER ITEMS. TACK COAT SHALL BE APPLIED AS PER SPECIFICATIONS PRIOR TO PLACEMENT OF ASPHALT OVERLAY.
4. FULL DEPTH PATCHING AREAS WILL BE SAW CUT NEATLY TO A DEPTH OF 6".
5. CONTRACTOR WILL GRADE ROADWAY IMPROVEMENTS ACCORDINGLY TO MATCH EXISTING DRAINAGE AND GRADE.
6. ADDITIONAL MILLING MAY BE NECESSARY AROUND DRAINAGE STRUCTURES AND SOME OBSTACLES TO ENSURE PROPER DRAINAGE AND A SMOOTH TRANSITION FROM NEW CONSTRUCTION TO EXISTING CONDITIONS. CARE WILL BE TAKEN NOT TO DAMAGE EXISTING CURB AND DRAINAGE STRUCTURES.

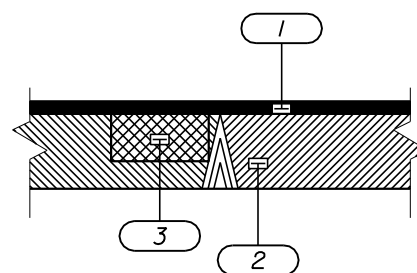
OVERLAY TYPICAL

N.T.S.



FULL DEPTH PATCHING TYPICAL

N.T.S.



- |   |  |   |
|---|--|---|
| 1 |  | HOT MIX ASPHALT SURFACE COURSE (TYPE C) (150#/SY) |
| 2 |  | RETAIN EXISTING PAVEMENT                          |
| 3 |  | FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)   |

ALL WORK PERFORMED ON THIS PROJECT SHALL STAY WITHIN THE EXISTING COUNTY RIGHT OF WAY. CONSTRUCTION PROCEDURES AND MATERIALS USED UNDER THIS CONTRACT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. ALL NECESSARY SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN ACCORDANCE AND COMPLIANCE WITH SCDOT STANDARD DRAWINGS AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SCDHEC) REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL SEDIMENT CONTROLS DURING CONSTRUCTION.

*Area Map – Light St., E. Marion St., Dargan St., Commander St., Brunson St., Bradford St., Stackley St., Boyd St., Athens St., Timmons St., Wilson St., Hemingway St., Marlboro St., Freeman St. (DISTRICT 3)*





# Florence County 2015 Resurfacing Project Package 2

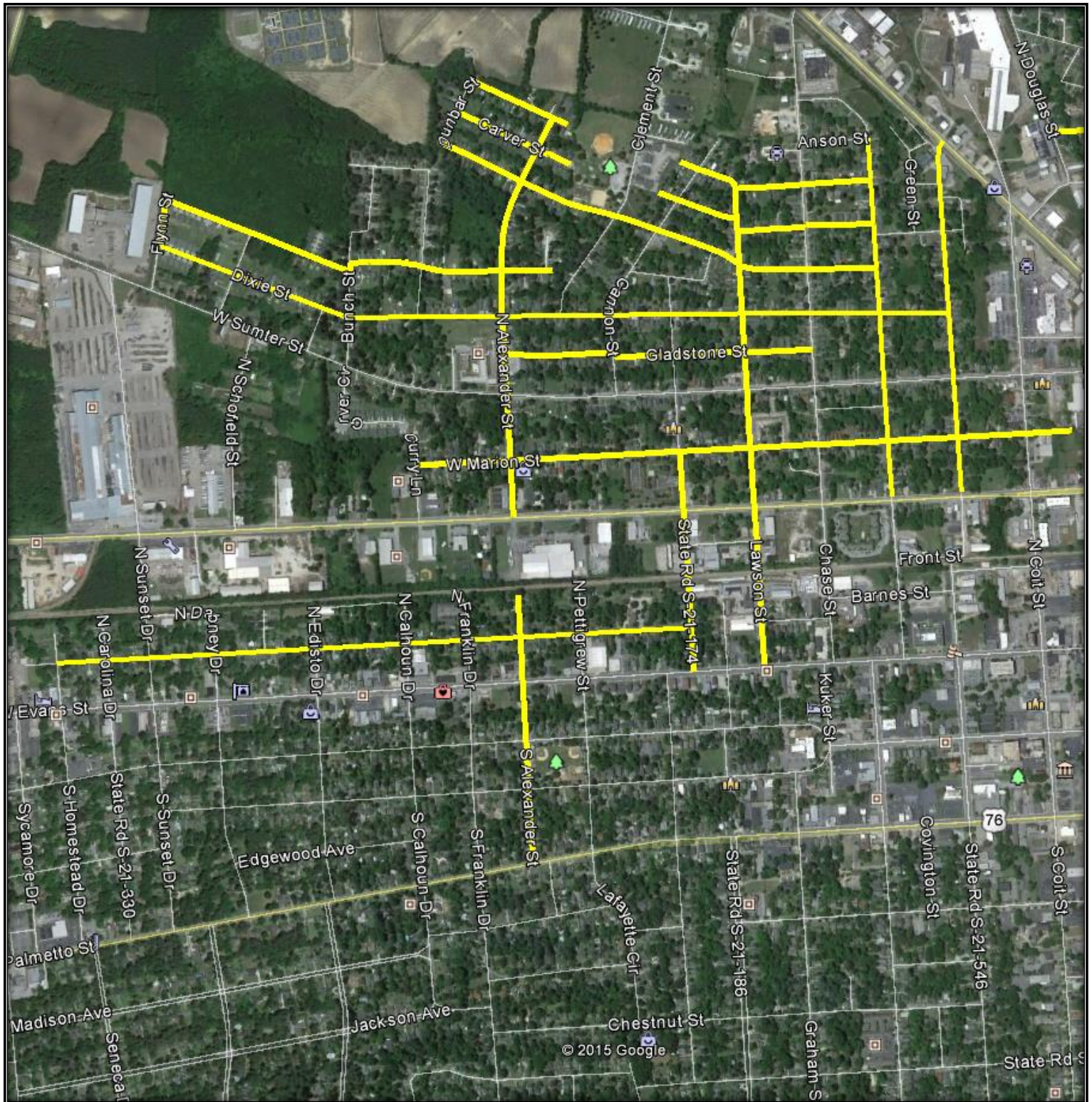
*Area Map – Fairfield Cir. (DISTRICT 3)*





## Florence County 2015 Resurfacing Project Package 2

Area Map – Gladstone St., Carver St., Pennsylvania St., Ingram St., Alexander St.(N&S),  
Harmony St., Harrell St., Lawson St., W. Marion St. , Dixie St., Sanborn St., N. McQueen  
St., Waverly St. (DISTRICT 3)





# Florence County 2015 Resurfacing Project Package 2

*Area Map – W. Louis Rd. (DISTRICT 3)*

